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Attorneys for United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$9,097.50 IN UNITED STATES CURRENCY
AS SUBSTITUTE *RES* FOR THE 2002
BLACK CHEVROLET TRAILBLAZER
AND \$10,380 IN UNITED STATES
CURRENCY,

Defendants.

KENNETH JOSEPH SHEPP,

Claimant.

C 04-02977 JSW

SETTLEMENT AGREEMENT
AND ORDER OF DISMISSAL

The parties stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendants are
(1) \$9,097.50 in United States Currency as Substitute *Res* for the 2002 Black Chevrolet
Trailblazer and ("defendant \$9,097.50"); and (2) \$10,380 in United States Currency ("defendant
\$10,380"). After proper notification and publication was given, as required by Rule C(4),

Supplemental Rules for Certain Admiralty and Maritime Claims, the only person who filed a timely Claim and Answer in this action is Kenneth Joseph Shepp. *See* docket sheet. As a result, only claimant Shepp has a right to defend defendant \$9,097.50 and defendant \$10,380. United States and claimant Shepp are hereafter referred to as the “parties” in this document which is hereinafter referred to as the “Settlement Agreement” or “Agreement.”

2. After full and open discussion, the parties agree to resolve any and all claims against defendant \$9,097.50 and defendant \$10,380, and any and all claims against any and all past and present officials, employees and agents of the United States, including those at the United States Department of Justice, arising out of the facts alleged in the Complaint for Forfeiture filed in this lawsuit on or about July 22, 2004.

3. The parties agree that the resolution of the lawsuit is based solely on the terms stated in this Settlement Agreement. It is expressly understood that this Agreement has been freely and voluntarily entered into by the parties. The parties further agree that there are no express or implied terms or conditions of settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall not be modified or supplemented except in writing signed by the parties. The parties have entered into this Agreement in lieu of continued protracted litigation and district court adjudication.

4. The parties further agree that this Settlement Agreement does not constitute precedent on any legal issue for any purpose whatsoever, including all administrative proceedings and any lawsuits.

5. The parties agree that claimant Shepp releases and discharges the United States, as well as any past and present officials, employees, agents, attorneys, their successors and assigns, from any and all obligations, damages, liabilities and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in United States’s Complaint for Forfeiture, filed on or about July 22, 2004, and arising out of the seizure of defendant \$9,097.50 and defendant \$10,380.

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1 6. In order to resolve this case without the expense of further litigation, the parties
2 have agreed that defendant \$9,097.50 and defendant \$10,380 shall be returned to claimant Shepp,
3 by check made payable both to claimant Shepp and his attorney, David Michael, and delivered to
4 his attorney, David Michael at the Law Offices of David Michael, 414 Gough Street, Suite 2,
5 San Francisco, CA 94102. Such payment shall be in full settlement and satisfaction of any and
6 all claims by claimant Shepp, his heirs, representatives and assignees to defendant \$9,097.50 and
7 defendant \$10,380.

8 7. Claimant Shepp shall hold harmless the United States, including its agents,
9 officers, representatives and employees, as well as any and all state and local law enforcement
10 officials, for any and all acts directly or indirectly related to the seizure of defendant \$9,097.50
11 and defendant \$10,380.

12 8. The United States and claimant Shepp agree that each party shall pay its own
13 attorneys' fees and costs.

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9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

IT IS SO STIPULATED:

Dated: December 21, 2006

KEVIN V. RYAN
United States Attorney


PATRICIA J. KENNEY
Assistant United States Attorney

LAW OFFICES OF DAVID MICHAEL

Dated: December __, 2006

DAVID MICHAEL
Attorney for Claimant Kenneth Shepp

Dated: December __, 2006

KENNETH SHEPP
CLAIMANT

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS _____
DAY OF _____, 2006, AND THIS CASE IS HEREBY DISMISSED ON THE
FOREGOING TERMS.

HONORABLE JEFFREY S. WHITE
United States District Judge

9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

IT IS SO STIPULATED:

KEVIN V. RYAN
United States Attorney

Dated: December 21, 2006

PATRICIA J. KENNEY
Assistant United States Attorney

Dated: December 21, 2006

LAW OFFICES OF DAVID MICHAEL

DAVID MICHAEL
Attorney for Claimant Kenneth Shepp

Dated: December 21, 2006

KENNETH SHEPP
CLAIMANT

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 2nd
DAY OF January, ²⁰⁰⁷~~2006~~, AND THIS CASE IS HEREBY DISMISSED ON THE
FOREGOING TERMS.

JEFFREY S. WHITE
HONORABLE JEFFREY S. WHITE
United States District Judge